

MEMORANDUM OF LEASE

The undersigned Lessors have, by an instrument entitled "Lease" of even date with this memorandum, leased and by these presents do lease to the undersigned Lessee, the following described property situated in King County, Washington:

That portion of Tracts 62 and 63, Moore's Five Acre Tracts, according to the plat thereof recorded in Volume 9 of Plats, page 28, records of King County, Washington, described as follows:

Beginning at the intersection of the northerly line of Tract 64 of the aforesaid Moore's Five Acre Tracts with the westerly margin of East Marginal Way; thence south $23^{\circ}40'12''$ east along said westerly margin 277.92 feet to the true point of beginning of this description; thence continuing along said westerly margin of East Marginal Way south $23^{\circ}40'12''$ east 289.14 feet to the point where said westerly margin of East Marginal Way intersects the northerly margin of the county road known as South 98th Street (sometimes known as Pankratz Road); thence along said northerly margin south $36^{\circ}19'37''$ west 141.64 feet; thence south $48^{\circ}15'07''$ west 124.65 feet; thence south $75^{\circ}26'03''$ west 40.26 feet; thence north $24^{\circ}28'38''$ west 370.79 feet; thence north $62^{\circ}01'41''$ east 286.93 feet to the true point of beginning,

for a term of 44 years 8 months beginning January 1, 1963, for a rental and on terms and conditions all as particularly set out in the lease, and the undersigned Lessee has accepted and by these presents does accept and agree to the leasing of such property to it by the undersigned Lessors.

Dated this 8th day of March, 1961.

Witness
+ her mark. Rae D. Maselli
Assunta Desimone

Richard H. Davis

1228

QUIT CLAIM DEED

THE GRANTOR, LAMBUTH, SILL & CO., a Washington corporation, for and in consideration of Fifty Dollars (\$50.00), conveys and quit claims to ASSUNTA DESIMONE, a widow, an undivided one-half interest, and to THE NATIONAL BANK OF COMMERCE OF SEATTLE, HAROLD SHEFFELMAN, MONDO DESIMONE and RICHARD DESIMONE, as Trustees under the last will and testament of Guiseppe Desimone, deceased, the following described real estate, situated in the County of King, State of Washington including any interest therein which grantor may hereafter acquire:

A strip of land 20 feet in width being known as the north portion of South 98th Street and described as follows:

Commencing at the northeast corner of Section 4, Township 23 North, Range 4 East, W. M.; thence North 89°13'16" West along the north line of said Section to the westerly margin of East Marginal Way; thence South 23°40'26" East along said westerly margin 128.16 feet to the centerline of South 98th Street and the True Point of Beginning; thence South 36°24'30" West 132.45 feet; thence South 48°15'07" West 131.56 feet; thence South 75°26'03" West 138.91 feet; thence North 88°21'30" West 635.13 feet; thence South 76°01'30" West 150.17 feet to the easterly end of Slip No. 7 of the Duwamish Waterway; thence North 13°58'30" West along said easterly end 20.00 feet; thence North 76°01'30" East 152.91 feet; thence South 88°21'30" East 635.03 feet; thence North 75°26'03" East 131.22 feet; thence North 48°15'07" East 124.65 feet; thence North 36°24'30" East 141.89 feet; thence South 23°40'26" East 23.03 feet to the True Point of Beginning.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this _____ day of _____, 1961.

LAMBUTH, SILL & CO.

DFT 000912

By

B. L. Lambuth, President

By

E. G. Sill, Secretary

1729

BOUNDARY AGREEMENT

THIS AGREEMENT made and entered into at Seattle, Washington, this ____ day of _____, 1961, by and between BOEING AIRPLANE COMPANY, a Delaware corporation, hereinafter called Boeing, and ASSUNTA DESIMONE, a widow, and THE NATIONAL BANK OF COMMERCE OF SEATTLE, HAROLD S. SHEFELMAN, RICHARD DESIMONE and MONDO DESIMONE, as Trustees under the Last Will and Testament of Guiseppe Desimone, deceased, hereinafter collectively referred to as the Desimones.

RECITALS

A. There is located in Section 4, Township 23 North, Range 4 East, W.M., in King County, Washington, a parcel of land that once was a portion of the abandoned bed of the Duwamish River lying generally in the area between the Duwamish Waterway, established by Commercial Waterway District No. 1 of King County, Washington, and East Marginal Way, an established street of the City of Seattle and highway of the State of Washington. Such portion has for many years been used for a county road. It is particularly described, for purposes of this agreement, in paragraph 1 of this agreement. It is commonly called and hereinafter referred to as "South 98th Street".

B. The parties own all of the land generally abutting upon South 98th Street to the north, west and south. Boeing's

property abuts South 98th Street generally along the southerly boundary and the Desimones' property abuts South 98th Street generally along the northerly and westerly boundaries.

C. The parties intend to purchase from Commercial Waterway District No. 1 such rights and interest in South 98th Street as Commercial Waterway District No. 1 has the power to convey. By this agreement, the parties desire as between Boeing and the Desimones to settle the respective rights and interests in South 98th Street to be so acquired from Commercial Waterway District No. 1.

D. The parties have separately agreed upon the amounts each shall contribute toward the cost of acquiring South 98th Street.

AGREEMENTS

In consideration of the foregoing recitals and of the mutual covenants hereinafter set forth, the parties agree as follows:

1. For purposes of this agreement, and as between the parties hereto, South 98th Street is described as follows:

Commencing at the northeast corner of Section 4, Township 23 North, Range 4 East, W.M.; thence North 89°13'16" West along the north line of said Section to the westerly margin of East Marginal Way; thence South 23°40'26" East along said westerly margin

105.08 feet to the northerly margin of said South 98th Street and the True Point of Beginning; thence South $36^{\circ}24'30''$ West 141.89 feet; thence South $48^{\circ}15'07''$ West 124.65 feet; thence South $75^{\circ}26'03''$ West 131.22 feet; thence North $88^{\circ}21'30''$ West 635.03 feet; thence South $76^{\circ}01'30''$ West 152.91 feet; to the easterly end of Slip No. 7 of the Duwamish Waterway; thence South $13^{\circ}58'30''$ East along said easterly end 40.00 feet; thence North $76^{\circ}01'30''$ East 147.43 feet; thence South $88^{\circ}21'30''$ East 635.24 feet; thence North $75^{\circ}26'03''$ East 146.59 feet; thence North $48^{\circ}15'07''$ East 138.47 feet; thence North $36^{\circ}24'30''$ East 93.07 feet to the point of curvature of a curve of radius 17.324 feet; thence to the right along said curve 36.46 feet to the point of tangency, said point being on the westerly margin of East Marginal Way; thence North $23^{\circ}40'26''$ West along said westerly margin 76.11 feet to the True Point of Beginning.

2. Upon acquisition by the parties of South 98th Street from Commercial Waterway District No. 1 of King County, Boeing shall be the owner of all portions of South 98th Street lying south of, and the Desimones shall be the owners of all portions of South 98th Street lying north of a line (which divides South 98th Street into two roughly equal parcels) described as follows:

Beginning at the True Point of Beginning described in the description contained in paragraph 1 of this agreement, thence South $23^{\circ}40'26''$ East along the westerly margin of East Marginal Way 23.08 feet to the point of beginning for purposes of this line description; thence South $36^{\circ}24'30''$ West 132.45 feet; thence South $48^{\circ}15'07''$ West 131.56 feet; thence South $75^{\circ}26'03''$ West 138.91 feet; thence North $88^{\circ}21'30''$ West 635.13 feet; thence South $76^{\circ}01'30''$ West 150.17 feet, more or less to the terminal point of said line, being a point on the easterly boundary of a portion of the abandoned bed of the Duwamish River commonly known as Slip No. 7.

3. Boeing hereby conveys and quitclaims to the Desimones all portions of South 98th Street lying north of the line described in paragraph 2 of this agreement. The Desimones hereby convey and quitclaim to Boeing all portions of South 98th Street lying south of the line described in paragraph 2 of this agreement.

4. The foregoing conveyances and quitclaims are intended to include all rights, title and interest of the parties as acquired or to be acquired from Commercial Waterway District No. 1 of King County at the sale proposed to be made by the Commissioners of that District of South 98th Street. The line described in paragraph 2 of this agreement fixes the permanent and agreed boundaries between the portions of South 98th Street owned by Boeing and the Desimones, respectively, regardless of whether South 98th Street is or remains a county road or is ever vacated, wholly or in part.

5. This agreement shall be valid and effective only if the parties or their representatives should be the successful bidders for South 98th Street and shall acquire such Street insofar as it is possible to do so under the sale of South 98th Street contemplated by the Commissioners of Commercial Waterway District No. 1 of King County. Upon such acquisition this agreement shall become permanent, valid and binding upon the parties,

their respective successors, assigns and legal representatives, and all the provisions and covenants of this agreement shall be deemed covenants running with the land, particularly South 98th Street.

6. This agreement is made with the realization that there may be claimed that there exists in regard to South 98th Street governmental rights or some kind of rights in the public to the use of or access to South 98th Street or other rights beyond the parties to this agreement, but this agreement is intended nevertheless to be a complete and final agreement between the parties to it, except only the condition specified in paragraph 5, regardless of whatever such rights may exist or be claimed by others.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year hereinabove first written.

BOEING AIRPLANE COMPANY

Attest:

By

Its

Its

5.

DFT 000917